APPENDIX A

In the United States Court of Claims

No. 390–54

(Decided November 8, 1955)

AUBREY H. BOND

v.

THE UNITED STATES

Mr. A. M. Prentiss for the plaintiff.

Mr. Lawrence S. Smith, with whom was Mr. Acting Assistant Attorney General Joseph D. Guilfoyle, for the defendant.

ON PLAINTIFF'S MOTION FOR JUDGMENT ON THE PLEADINGS AND TO AMEND PLEADING AND ON DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

LARAMORE, *Judge*, delivered the opinion of the court:

The case involves the claim of a retired Army officer, drawing military retirement pay, to an annuity under the Civil Service Retirement Act of May 29, 1930, as amended, 46 Stat. 468, 5 U. S. C. § 691 (1946 Ed.).

Plaintiff is a retired Army officer, currently drawing disability retirement pay. He served as a civilian employee in the Departments of War and Interior for 5 years 11 months and 24 days during the period September 15, 1909, to Sep-

tember 9, 1915. He was commissioned in the Army on October 24, 1917, and served until March 21, 1948, a period of 30 years 5 months and 8 days. Effective March 31, 1948, plaintiff was retired from active military service on account of a disability incident thereto and has been drawing military retired pay since that date, based on number of years of service under the provisions of the Career Compensation Act of 1949, 63 Stat. 802.

Plaintiff's military retired pay is currently $544.64 per month, which is the equivalent of 75 percent of $726.18, the monthly basic pay of a Colonel with over 30 years of service.

Plaintiff claims that he is entitled to an annuity under the Civil Service Retirement Act, *supra*, based on 5 years 11 months and 24 days of civilian service in the War and Interior Departments, plus 5 months and 8 days of military service, making a total of 6 years 5 months and 2 days. As to this latter service, plaintiff contends that his military retirement pay is based upon the first 30 years of service in the Army, and that the remaining 5 months and 8 days over and above the first 30 years is "excess service" which can be added to the 1909 through 1915 civilian service. The addition of the "excess" military service to the earlier civilian service, which took place before the Civil Service Retirement Act, was originally passed in 1920, is relied on to bring plaintiff under the Act thereby entitling him to an annuity.

The case is submitted on plaintiff's motion for summary judgment, defendant's cross motion for summary judgment, together with motion

of plaintiff for leave of court to amend his petition.

Plaintiff's claim is grounded upon this court's decision in *Prentiss* v. *United States,* 123 C. Cls. 225, wherein it was held that a plaintiff similarly situated was entitled to an annuity comparable to that sought in the instant case. It is defendant's position that the decision in the *Prentiss* case was erroneous, that said decision is in conflict with the court's decision in the case of *Lambert* v. *United States,* 121 C. Cls. 333, and that it should be overruled.

We can find no conflict between the *Prentiss* case and the *Lambert* case. The issue in the *Lambert* case was whether or not a Colonel of the Army, who had served exactly 30 years on active duty, was entitled to retired pay based on 75 percent of the maximum active service pay of his grade. This is not the situation in the case at bar. Here plaintiff admittedly actively served 30 years 5 months and 8 days before retirement. In the *Lambert* case this court held that to be entitled to pay based upon the active pay of a Colonel with more than 30 years of active service, plaintiff must have actually entered upon the 31st year of active service. In the instant case plaintiff actually entered upon the 31st year of active service on October 25, 1947 the day following completion of his first 30 years of active service. Thus he obviously meets the requirement of actual service to entitle him to the maximum pay of his grade.

The Department of the Army has recognized plaintiff's active military service in excess of 30

years by granting him the maximum retired pay for his grade; *i. e.*, $544.64 per month. Therefore, plaintiff's motion to amend his petition to allege more than 30 years of military service should be granted.

The sole question then is whether plaintiff's military service in excess of 30 years and one day can be used in computing his civil service annuity. This and all other questions raised by the defendant were considered by the court and answered in the *Prentiss* case, *supra.* A reconsideration of those questions leads us to the same conclusion, and on the basis of our decision in the *Prentiss* case, plaintiff's motion to amend his petition is granted, his motion for summary judgment is granted, and defendant's cross motion for summary judgment is denied.

Entry of judgment will be suspended pending the filing of a report by the General Accounting Office showing the amount due plaintiff.

It is so ordered.

MADDEN, *Judge;* WHITAKER, *Judge;* and LITTLETON, *Judge,* concur.

JONES, *Chief Judge,* dissenting:

I dissent for the reasons stated in my dissenting opinion in *Prentiss* v. *United States,* 123 C. Cls. 225, 230.

ORDER OF THE COURT ON MOTIONS FOR NEW TRIAL

These cases come before the court on motions for rehearings, amendment of judgments or new trials under Rules 53 or 54 of the Rules of this Court and, on consideration thereof,

It is ordered this thirty-first day of January, 1956, that said motions be and the same are overruled as follows:

* * * * *

390–54 Aubrey H. Bond. Defendant's motion.

* * * * *

By the COURT.

[s] Marvin Jones,
MARVIN JONES,
Chief Judge.

In the United States Court of Claims

No. 390–54

AUBREY H. BOND

v.

THE UNITED STATES

ORDER

On November 8, 1955, the court rendered an opinion holding that plaintiff was entitled to recover but suspended the entry of judgment pending the filing of a report by the General Accounting Office showing the amount due plaintiff in accordance with the opinion of the court.

On December 22, 1955, said report was filed by the General Accounting Office in which it is shown that there is due plaintiff through February 29, 1956, the sum of $1,169.20.

Now, therefore, it is ordered this sixth day of March, 1956, that judgment be and the same is entered for plaintiff in the sum of one thousand

one hundred and sixty-nine dollars and twenty cents ($1,169.20).

By the COURT.

MARVIN JONES,
Chief Judge.

In the United States Court of Claims

No. 103–52

(Decided July 15, 1952)

AUGUSTIN M. PRENTISS

v.

THE UNITED STATES

Mr. Augustin M. Prentiss, pro se.

Mr. Gordon F. Harrision, with whom was *Mr. Assistant Attorney General Holmes Baldridge,* for defendant.

ON DEFENDANT'S MOTION TO DISMISS PLAINTIFF'S PETITION

MADDEN, *Judge,* delivered the opinion of the court:

The plaintiff served in the classified civil service of the United States for seven years, four months and three days, from July 1, 1906 to November 3, 1913. He then served as a commissioned officer in the Army for thirty-two years, nine months and twenty-seven days, from November 4, 1913 to August 31, 1946. On the latter date he was retired from active military service,

at his own request, under the provisions of Section 5 of the Act of July 31, 1935, as amended by Section 3 of the Act of June 13, 1940. He is receiving military retired pay based upon the first thirty years of his military service. He sues for retirement benefits under the provisions of the Civil Service Retirement Act for the additional 10 years and two months of time during which he served the United States, for more than seven years as a civil servant, and more than two years as a soldier after the completion of the thirty years on which his military retired pay is based. The plaintiff applied to the Civil Service Commission for the retirement benefits for which he sues here, and was denied them.

The Civil Service Retirement Act, approved May 22, 1920, 41 Stat. 614, and its numerous amendments now collected in Title 5, U. S. Code, Sections 691 to 740a, is the controlling legislation.

The Government urges that the plaintiff never became eligible for benefits under the Civil Service Retirement Act, since the plaintiff's employment in the Civil Service terminated in 1913, and the Civil Service Retirement Act was not enacted until 1920, and did not confer rights upon persons who had no civil service employment after its enactment. The plaintiff urges that his military service from 1943 to 1946, which did not count toward his military retirement pay, made him eligible. If the plaintiff was otherwise eligible, there is no doubt that his extra military service should be included in computing what his Civil

Service Retirement benefits should be. Section 5 of the statute, 5 U. S. C. 707 says:

> Subject to the provisions of Section 9 hereof, [5 U. S. C. 736b] the aggregate period of service which forms the basis for calculating the amount of any annuity provided in this Act shall be computed from the date of original employment * * * in the civil service of the United States * * * including * * * periods of honorable service in the Army * * * of the United States; in the case of an officer or employee, however, who is eligible for and receives retired pay on account of military or naval service, the period of service upon which such retired pay is based shall not be included * * *: *Provided,* That an officer or employee must have served for a total period of not less than five years exclusive of such military or naval service before he shall be eligible for annuity under this Act. * * *

The plaintiff also qualifies under the language above quoted, in that he had seven years of civilian service in addition to the military service which he seeks to include.

The fact that the plaintiff, if successful in this action, will draw both military retired pay and Civil Service Retirement benefits presents no difficulty. Section 5 further says:

> Nothing in this Act shall be construed so as to affect in any manner an officer's or employee's right to retired pay, pension, or compensation in addition to the annuity herein provided.

Plaintiff's civilian service before 1920 can, of course, be counted, if he is eligible at all for Civil Service Retirement benefits. Section 9 of the Act, 5 U. S. C. 736b, says, with respect to the requirement of deposits in the Civil Service Retirement Fund:

> * * * no deposit shall be required for any service rendered prior to August 1, 1920, or for periods of honorable service in the Army * * * of the United States.

The plaintiff's claim, then, is not vulnerable because he seeks to obtain Civil Service Retirement benefits when he is already enjoying military retired pay, nor because he seeks to count military service in computing Civil Service Retirement benefits, nor because he seeks to include civilian service antedating 1920 in computing such benefits. The Government, nevertheless, urges that the plaintiff must lose because, when he was a civilian employee from 1906 to 1913 there was no Civil Service Retirement Law, and during his military service from 1943 to 1946 he was ineligible for Civil Service Retirement benefits because Section 3 of the Act, 5 U. S. C. 693a says:

> This act shall not apply to any such officer and employee of the United States subject to another retirement system for officers and employees.

This provision does not disqualify a person who is "subject to another retirement system" in the sense that he is actually drawing military retired pay at the time of civilian employment. Our quotation above from Section 5 makes that plain. The Government's argument is then, that though

the plaintiff, if he had had civilian Government service after 1920, would have become a potential eligible for Civil Service Retirement benefits, and then could have counted his pre-1920 civilian employment and such of his military service as he did not count for military retired pay, he did not, by his excess military service become such a potential eligible. The plaintiff urges that the quoted language merely means that the Act should not apply to an officer or employee for or during the period upon which his military retired pay is based. He points out that the Act of January 24, 1942, 56 Stat. 13, enlarged the Civil Service Retirement Act, which had applied only to classified civil service employees and certain other enumerated groups, and made it apply to

> all officers and employees in or under the executive, judicial, and legislative branches of the United States Government.

The plaintiff urges, therefore, that his excess military service, not counted toward his military retired pay, was just as effective in putting him into the Civil Service Retirement eligible category as civilian service would have been.

Although the statutory ensemble is perplexing, we think the plaintiff is right. Since the excess military service and the pre-1920 civilian service could admittedly be counted for Civil Service Retirement benefits if the plaintiff had even the briefest period of post-1920 civilian employment, we do not see what purpose would be served by adopting the Government's construction of the language of Section 3 which, in its context, is ambiguous.

We compliment the plaintiff, who represented himself, upon his orderly and helpful brief.

While the plaintiff has not made a motion for a summary judgment, the facts are, apparently, undisputed, and the case is ripe for decision. The defendant's motion for summary judgment is denied. The plaintiff is entitled to recover. Entry of judgment will be suspended to await the filing of a report from the General Accounting Office showing the amount due.

It is so ordered.

HOWELL, *Judge;* WHITAKER, *Judge;* and LITTLETON, *Judge,* concur.

JONES, *Chief Judge,* dissenting:

I agree that since plaintiff had sufficient military service he is entitled to retirement on the basis of such service.

I also agree that if in addition he had sufficient civilian service to entitled him to an annuity under the Civil Service Retirement Act he might also draw that benefit.

But I do not agree that he may draw military retirement on just enough military service to get his highest retirement, apply the excess military service to splice out and afford civilian retirement for which he could not otherwise qualify, and draw both on that basis.

Undoubtedly if he lacked sufficient civilian service to qualify for an annuity he might add any military service in order to make up his qualification for such annuity, provided he had not already had military retirement. I think the permission to use military service to supplement civilian service as set out in section 5 of the

Civil Service Retirement Act, 5 U. S. C. 707, was intended primarily to take care of civilian employees who might be temporarily called into military service during wartime, or who might have a term of military service which could be used to finish out the requirement for eligibility. But I do not believe it was the intention of the Congress that he might split up the term of his military service in order to qualify for both systems of retirement.

This conclusion is strengthened by the provisions of section 3 of the act, 5 U. S. C. 693a, which reads as follows:

> * * * this act shall not apply to any such officer or employee of the United States * * * subject to another retirement system for such officers and employees * * *.

I would grant defendant's motion to dismiss.

APPENDIX B

1. The Civil Service Retirement Act provided in pertinent part at the time of respondent's retirement in March, 1948:

> SEC. 3. (a) This Act shall apply to all officers and employees in or under the executive, judicial, and legislative branches of the United States Government, all elective and appointive officers in or under the said branches, and to all officers and employees of the municipal government of the District of Columbia: *Provided, however,* That this Act shall not apply to any such officer or employee of the United States or of the municipal government of the District of Columbia subject to another retirement system for such officers and employees of the said governments * * *.
>
> SEC. 5. (5 U. S. C. 707) Subject to the provisions of section 9 hereof, the aggregate period of service which forms the basis for calculating the amount of any annuity provided in this Act shall be computed from the date of original employment, whether as a classified or an unclassified officer or employee in the civil service of the United States, or in the service of the District of Columbia, including periods of service at different times and in one or more departments, branches, or independent offices, or the legislative branch of the Government, and also periods of service performed overseas under authority of the United States, and periods of honorable

service in the Army, Navy, Marine Corps, or Coast Guard of the United States; in the case of an officer or employee, however, who is eligible for and receives retired pay on account of military or naval service, the period of service upon which such retired pay is based shall not be included, except that in the case of an officer or employee who is eligible for and receives retired pay on account of a service-connected disability incurred in combat with an enemy of the United States or resulting from an explosion of an instrument of war, the period of the military service shall be included: *Provided,* That an officer or employee must have served for a total period of not less than five years exclusive of such military or naval service before he shall be eligible for annuity under this Act. Nothing in this Act shall be construed as to affect in any manner an officer's or employee's right to retired pay, pension, or compensation in addition to the annuity herein provided.

2. Section 511 of the Career Compensation Act of 1949, 63 Stat. 829, 37 U. S. C. 311, provides in pertinent part:

> SEC. 511. On and after the effective date of this section (1) members of the uniformed services heretofore retired for reasons other than for physical disability, (2) members heretofore transferred to the Fleet Reserve or the Fleet Marine Corps Reserve, and (3) members of the Army Nurse Corps or the Navy Nurse Corps heretofore retired under the Act of May 13, 1926 (44 Stat. 513), shall be entitled to receive retired pay, retirement pay, retainer pay, or equivalent pay, in the

amount whichever is the greater, computed by one of the following methods: (a) The monthly retired pay, retainer pay, or equivalent pay in the amount authorized for such members and former members by provisions of law in effect on the day immediately preceding the date of enactment of this Act, or (b) monthly retired pay, retirement pay, retainer pay, or equivalent pay equal to 2½ per centum of the monthly basic pay of the highest federally recognized rank, grade, or rating, whether under a permanent or temporary appointment, satisfactorily held, by such member or former member, as determined by the Secretary concerned, and which such member, former member, or person would be entitled to receive if serving on active duty in such rank, grade, or rating, multiplied by the number of years of active service creditable to him: *Provided,* That for the purpose of the computation of (b) above, fractions of one-half year or more of active service shall be counted as a whole year: *Provided further,* That in no case shall such retired pay, retainer pay, or equivalent pay exceed 75 per centum of the monthly basic pay upon which the computation is based: *Provided further,* That for the purposes of this section, the term "active service" as used herein shall mean all service as a member or as a former member of the uniformed services * * *.

U. S. GOVERNMENT PRINTING OFFICE: 1951

MAY 1956
HAROLD B. WILLEY, Clerk

No. 909

IN THE

SUPREME COURT OF THE UNITED STATES

October Term, 1955

The United States of America, Petitioner,

v.

Aubrey H. Bond

On Petition for a Writ of Certiorari to
The United States Court of Claims

BRIEF FOR RESPONDENT IN OPPOSITION

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IN THE SUPREME COURT OF THE UNITED STATES
October Term, 1955
No. 909

THE UNITED STATES, PETITIONER

v.

AUBREY H. BOND

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF CLAIMS

BRIEF FOR RESPONDENT IN OPPOSITION

The United States seeks to have this Court review and reverse the judgment of the Court of Claims awarding an annuity of $22.00 per month, under the Civil Service Retirement Act, as amended, to the respondent, a 67-year-old retired Army officer with over 30 years of military service (1917-1948), and in addition nearly 6 years of United States civil service (1909-1915); on the ground that the Court of Claims erred in holding that respondent's Army service, in excess of the period of service on which his military retired pay is based, is service creditable toward an annuity, as required by Section 5 of that Act.

OPINION BELOW

The opinion of the Court of Claims in question here is reported at 135 F. Supp. 433, and is also set forth in full in Appendix A (pp. 23-34) of the Petition.

JURISDICTION

The jurisdiction of this Court is as stated in the Petition.

QUESTION PRESENTED

The single question presented is whether respondent's active Army service, in excess of 30 years (and 1 day), is a part of "the period of service upon which his military retired pay is based," within the meaning of these words in Section 5 (U.S.C. 707) of the Civil Service Retirement Act, as amended (see Appendix B, pp. 35 and 36 of the Petition).

Petitioner has misstated the question here presented by imply-

ing that respondent's non-contribution to the Civil Service Retirement Fund adversely affects his right to a Civil Service annuity, notwithstanding that petitioner admits (p. 3, fn. 1, of the Petition):

> "No deduction is required for services rendered prior to Aug. 1, 1920, or for periods of honorable service in the armed forces. Sec. 9 of the Act, 5 U.S.C. 736b."

STATUTES INVOLVED

The pertinent provisions of the Civil Service Retirement Act at the time of respondent's retirement in March 1948 (hereinafter referred to as the Act), and pertinent parts of Sec. 511 of the Career Compensation Act of 1949, are set forth in Appendix B (pp. 35-37) of the Petition. The following statutes are also indirectly involved, as will be shown hereinbelow:

(1) Sec. 3 of the original Civil Service Retirement Act of May 22, 1920 (41 Stat. 618).

(2) Sec. 5 of the Act of July [illegible], 1926, (44 Stat. 903).

(3) Sec. 3 of the Act of Jan. 24, 1942 (56 Stat. 15).

(4) Pay Readjustment Act of June 29, 1946 (37 U.S.C. 101).

(5) R.S. 1251.

(6) R.S. 1274.

STATEMENT

1. The statutory background.

a. Civil Service Retirement. Sec. 3 of the original Civil Service Retirement Act of May 22, 1920, which inaugurated the Civil Service Retirement System, provided in pertinent part as follows:

> "That for purposes of this Act ** the period of service shall be computed from the date of original employment ** and shall include ** honorable service in the Army ** Provided, That in the case of an employee who is eligible for and elects to receive a pension under any law, or compensation under the War Risk Insurance Act, the period of his or her military or naval service upon which such pension or compensation is based shall not be included ** but nothing contained in this Act shall be so construed as to affect in any manner his or her right to a pension, or to compensation under the War Risk Insurance Act, in addition to the annuity herein provided."

When the bill (S. 1699, 66th Congress, 2d Session; 59 Cong. Rec. 6296), which matured into the original Act of 1920, was considered on the floor of the House, Sec. 3 did not include the phrase under-

scored above; and in order to clarify the language of Sec. 3, an amendment was adopted which inserted said underscored phrase (59 Cong. Rec. 6363-6365), and thus made certain that only the portion of an employee's military service upon which his pension or compensation is based shall not be included in the period of service credited toward an annuity. The text of the amendment and pertinent extracts from the debate on it are attached hereto as Appendix A, (pp. 18-20, infra). This record shows the clear intent of Congress, that an employee's military service should not be considered as a whole, but, on the contrary, credit toward a civil service annuity should be allowed for any part of an employee's military service for which he did not receive a pension or retirement compensation.

Again, when Congress amended the original Civil Service Retirement Act of 1920 by the Act of July 3, 1926 (44 Stat. 903, 907), it extended the above-mentioned credit of service for an annuity to include "retired pay," by inserting those words after the word "pension" in the above underscored phrase of Sec. 3, and further amended the last clause of this provision to read as follows:

> "but nothing in this Act shall be so construed as to affect in any manner his or her right to a pension, or to retired pay, or to compensation under the War Risk Insurance Act in addition to the annuity herein provided."

The text of Sec. 5 of the Act, as amended by the Act of July 3, 1926, is attached hereto as Exhibit B, (p. 21, infra).

The Act of Jan. 24, 1942 (56 Stat. 13) further amended Sec. 3 of the Civil Service Retirement Act of May 29, 1930 (46 Stat. 408), which had theretofore limited its application to certain specified categories of civil service employees, by striking out all of Sec. 3 and inserting in lieu thereof a new paragraph which provided, in pertinent part, as follows:

> "(a) This Act shall apply to all officers and employees ** of the United States Government, ** Provided, however, That this Act shall not apply to any such officer or employee ** subject to another retirement system ** Provided further, That this Act shall not apply to any elective officer or to any officer or employee in the legislative branch of the Government"

By this amendment, which is now a part of the Act, Congress

expressly extended the Civil Service Retirement System to cover:

> "all officers and employees of the United States Government except those subject to another retirement system for such officers and employees."

It is to be particularly noted that the only classes of persons who are specifically excepted from the coverage of the Act are "elective officers and (certain) officers and employees in the legislative branch of the Government." Yet petitioner contends that retired military personnel are excluded because they are "subject to another retirement system." Such contention is not only contrary to the express provisions of Sec. 5 of the Act, but if valid, would exclude from the annuity benefits of the Act thousands of civil service employees who are retired military personnel and are receiving retired pay for their military service, since all such personnel would be just as much "subject to another retirement system," as respondent.

In order to insure that the Act could not be construed as petitioner contends, Sec. 5 of the Act specifically provides:

> "Nothing in this Act shall be construed as to affect in any manner an officer's or employee's right to retired pay, pension, or compensation, in addition to the annuity herein provided."

Recognizing that it was never the intent of Congress to exclude retired military personnel from the annuity benefits of the Act on the ground that they are -- "subject to another retirement system," as contended by petitioner, the Civil Service Commission, since the inception of the Civil Service Retirement System, has always granted annuities to employees who are retired military personnel and receive retired pay for their military service, provided they had over 5 years of civil service and separated from the Civil Service after August 1, 1920. Respondent's annuity was denied only on the grounds that his civil service was prior to 1920, notwithstanding that he had military service equally creditable toward an annuity subsequent to 1920.

Referring to this situation, the court below, in its earlier decision in Prentiss v. United States, 123 C. Cls. 225 (Appendix A, pp. 28-34 of the Petition), said:

"Since the excess military service and the pre-1920 civilian service could admittedly be counted for Civil Service Retirement benefits if the plaintiff had even the briefest period of post-1920 civilian employment, we do not see what purpose would be served by adopting the Government's construction of the language of Section 3 **"

b. Military Retirement. Respondent was retired from active military service on March 31, 1946, on account of service-incurred disability, under the provisions of Sec. 1251 R.S., and his retired pay was determined by the governing provisions of the Pay Readjustment Act of June 29, 1946 (37 U.S.C. 101), and R.S. 1274.

Pursuant to the provisions of the Career Compensation Act of 1949 (63 Stat. 802), which superseded the Pay Readjustment Act of 1946 (37 U.S.C. 101), respondent elected to have his retired pay computed pursuant to the second option of Section 511 of that Act (63 Stat. 829, 37 U.S.C. 311), as set forth in Appendix B (pp. 36 and 37) of the Petition, which provides in pertinent part, as follows:

"(b) Monthly retired pay equal to 2½ per centum of monthly basic pay of ** rank ** held ** such person would be entitled to receive if serving on active duty in such rank ** multiplied by the number of years of active service creditable to him: Provided, That for the purpose of the computation of (b) above, fractions of one-half year or more of active service shall be counted as a whole year: Provided further, That in no case shall such retired pay ** exceed 75 per centum of the monthly basic pay upon which the computation is based."

Since respondent had a total of 30 years, 5 months and 8 days of active military service and fractions of a year are not counted for retired pay, it follows that "the number of years creditable to him" is exactly 30. The same result would obtain, even if respondent had had any number of years of active service in excess of 30, since the statute also provides that in no case shall such retired pay exceed 75 per cent of the monthly basic pay upon which the computation is based; and 75 per cent, divided by 2½ for each year of service, gives 30 years as the maximum period of service on which retired pay can be based.

It is here to be further noted that substantially the same result would obtain, even if the percentage of retired pay were any fixed percentage other than 75 per cent; that is to say, an Army officer's maximum retired pay is based upon the first 30 years (and

1 day) of his active service, by reason of the method of computing his active pay, prescribed by Sec. 201, Career Compensation Act, as amended, (63 Stat. 805; 66 Stat. 79; 37 U.S.C. 232a), as shown in the military Pay Table in Appendix C (p. 22 infra). Thus, it will be noted from an inspection of the table in Appendix C that an officer's pay depends upon two independent factors, viz: Grade and Years of Service; and the table consists of 8 grades (O-1 to O-8) and 13 successive periods of service ("under 2" to "over 30" years). Since an officer becomes entitled to the highest pay of his grade on the first day following the completion of his 30th year of service (Lambert v. United States, 121, C. Cls. 333), regardless of what grade he occupies at that time, it follows that his pay reaches a maximum upon the completion of 30 years and 1 day of service. This being the case, it is clear that his active pay (and therefore retired pay as any fixed percentage) is based upon the first 30 years and 1 day of his active service, and any service in excess of 30 years and 1 day is obviously not a part of -- "the period of his military service upon which such retired pay is based," within the meaning of these words in Sec. 5 of the Civil Service Retirement Act, as amended.

Finally, it is also to be noted that if an officer is promoted from colonel (grade O-6) to Brig. Gen. (grade O-7) after completing 30 years and 1 day service, this does not change the "period of his military service upon which such retired pay is based," since grade and period of service are completely independent factors of the military pay table.

From the foregoing, it follows that respondent's 5 months and 7 days of military service, in excess of 30 years and 1 day, as well as his 5 years, 11 months and 24 days of prior civil service, are both clearly creditable toward a civil service annuity, in accordance with Sec. 5 of the Act. This is the basis of respondent's claim which was allowed by the Court of Claims.

2. The Facts

Respondent agrees with petitioner's statement of the facts of this case, as set forth on page 6 of the Petition, except the allega-

tion that 30 years was the length of respondent's entire active service. Factually, respondent's entire active service was 30 years, 5 months and 8 days, notwithstanding that his service in excess of 30 years (and 1 day) does not count in determining his military retired pay.

3. The Pleadings

Petitioner has seriously misstated the pleadings in this case, as set forth on pages 7 and 8 of the Petition, in respect to the following points:

(1) Petitioner's reference to respondent's non-contribution to the Civil Service Retirement Fund, as having any bearing on the issues of this case, since Sec. 9 of the Act (5 U.S.C. 736b) specifically provides that no deduction is required for civil service rendered prior to August 1, 1920, or for honorable service in the armed forces, on which respondent's claim is based, as petitioner admits, in fn. 1, p. 3 of the Petition.

(2) Petitioner alleges that respondent's "contention was that since his military retirement benefits did not increase after he had served for thirty years and a day, his subsequent military service was not 'subject to the military retirement system'".

Respondent does not, and did not, contend that his military service in excess of 30 years and 1 day was not "subject to the military retirement system," as alleged by petitioner (p. 7 of Petition). On the contrary, the position of respondent and the lower court is, and has always been, that the first proviso of Sec. 3 of the Act, does not disqualify for an annuity a civil service employee, as one "subject to another retirement system," because he is actually drawing military retired pay for prior military service, since the provision of Sec. 5 of the Act (quoted on page 4 above) makes this clearly not the case.

(3) Petitioner's contention (p. 8 of Petition) "that Congress intended to cover career military service exclusively by the military retirement system," is not only directly contrary to the express provisions of Sec. 5 of the Act, but is also contrary to

the clear intent of Congress to credit for an annuity any period of military service on which military retired pay is not based; for reasons set forth on page 2-6, supra.

4. The decision below.

In commenting on the decision of the court below, petitioner refers to that Court's earlier decision in Prentiss v. United States, 123 C. Cls., (Appendix A, pp. 28-34 of Petition) and states (p. 8, fn. 9, of Petition):

> "We did not apply for a writ of certiorari in Prentiss mainly because, in our view, the issues had not been thoroughly enough presented to the Court of Claims in that case."

With regard to petitioner's alleged reason for not applying for a writ of certiorari in the Prentiss case, respondent points out that petitioner's attorney twice presented his case in the Prentiss' suit at great length; first, in his brief and oral argument in support of his motion to dismiss Prentiss' petition, and again in a lengthy brief in support of his motion for a new trial. The fact that petitioner did not apply for a writ of certiorari in Prentiss, while it now seeks such writ in the instant case, which admittedly involves a similar situation, points strongly to the conclusion that the real reason for petitioner's present action is because of a recent decision of the U.S. Court of Appeals for the Fourth Circuit, in Moncrief v. Folsom, C.A. 4 No. 7112, (decided April 9, 1956), which involved an entirely extraneous issue, not mentioned at all in the court below, and which petitioner now attempts to inject into the instant case, to show that the decision of the lower court has application beyond the purview of the Civil Service Retirement system.

However, as the record clearly shows, the issue in the present case is specific, and clearly does not extend beyond the ambit of the Civil Service Retirement Act and the Career Compensation Act of 1949, as set forth in Appendix B of the Petition).

REASONS FOR OPPOSING THE WRIT

I

The Decision Below is Right

The decision of the court below is clearly right, reflecting the intent of Congress, expressed in the Civil Service Retirement Act, as amended, to credit toward an annuity an employee's military

service in excess of the period upon which his military retired pay is based, where such employee also has over 5 years of civil service, as in the instant case. Even if the decision might be wrong according to some high refined and technical view of the law, it is of insufficient moment to require the Court to correct it. It applies to one officer and can serve as a precedent for only a fast-dwindling handful of officers with similar service in the far distant years from 1900-1920.

Thus, in order for anyone to come within the ambit of the decision of the court below, he must have had over 5 years of United States civil service prior to 1920, and in addition over 30 years of subsequent military service before his retirement from active service; and such retirement must have occurred subsequent to May 1950 (to avoid the statute of limitations) and prior to August 31, 1954, when the Act of August 31, 1954 (68 Stat. 1004), amending Sec. 5 of the Act (5 U.S.C. 707) set up a new requirement for eligibility for annuity, viz: at least one year of creditable civilian service within the two year period immediately preceding retirement.

It is thus obvious that extremely few persons can meet all of these rigid requirements. In fact, according to petitioner's statement (p. 19 of Petition) only seven claims similar to that of respondent have been presented to the Civil Service Commission in over 14 years since the Act of January 24, 1942, made such claims possible. In the 4 years remaining in which such claims can be presented, it is highly improbable that the total number of such claims can be materially increased over the 7 now pending.

Among the reasons advanced by petitioner for granting the writ, he again refers (p. 8 of Petition) to respondent's non-contribution to the Civil Service Retirement Fund, completely ignoring the fact that Sec. 9 of the Act specifically provides that no such contribution is required for civilian service rendered prior to August 1, 1920, or for periods of honorable service in the armed forces, on which respondent's claim was based. See p. 3, fn. 1 of Petition.

Petitioner next objects (on p. 8 of Petition) to respondent's "using the period of service, in excess of that needed to qualify" for military retired pay, in combination with his previous civil service, again ignoring the express provisions of Sec. 5 of the Act, which specifically states that both such categories of service are creditable toward an annuity.

II

There is No Conflict of Decision

On page 9 of the Petition, petitioner refers to the case of Moncrief v. Folsom (C.A. 4, No. 7112) to support his statement that-

> "the rationale of the lower court's decision in the case at bar can be applied to other military personnel, as well as to temporary federal employees who have been subject to the Social Security System and do not contribute to the Civil Service Retirement Fund."

It is significant that petitioner makes no attempt to identify the "other military personnel" to which he here refers, or to show how the decision of the court below in the instant case can be applied to the temporary federal employees he mentions.

Contrary to petitioner's implications, a study of the Moncrief case, cited, makes it clear that there is no conflict between that decision and the decision of the Court of Claims in the case at bar, because the pertinent provisions of the controlling statutes in the two cases are entirely different. Thus, in Moncrief the court decided against plaintiff because the controlling statute (Social Security Act, 42 U.S.C. 417) contains a specific provision (in subsection 417 (e) (1) (B)) that the benefit claimed by plaintiff under the provisions of 42 U.S.C. 417 (e) (1), shall not be applicable if a benefit, which is based, in whole or in part, upon active service between July 25, 1947 and January 1, 1954, is determined by any agency of the United States to be payable by it under any other law of the United States. The plaintiff had received such a benefit in the shape of monthly retainer pay upon a determination of the Navy under 34 U.S.C. Sec. 854(c) from the date of his retirement on November 18, 1949, until he was recalled in active service on April 12, 1951. Since this retirement pay had been based in part upon

his active service from July 25, 1947 to November 18, 1949, and this period was part of the exclusionary period from July 25, 1947 to January 1, 1954, as above set out, the Social Security Administration rejected the claim.

In order for plaintiff to prevail in the Moncrief case, it would have been necessary for the Court to read into the Statute the words "same period of," so that in this respect, the section would read:

> "(B) a benefit ** which is based in whole or in part, upon the same period of active military or naval service of such veteran on or after July 25, 1947, and prior to Jan. 1, 1954."

Since the addition of the words "same period of" would impair the scope of the limiting words "in whole or in part" in the Social Security Act, the court held that such a construction of the statute was unwarranted.

The beneficial rights of those who are subject to the Social Security Act are governed by the specific provisions of that Act, and the beneficial rights of federal employees (whether or not they have contributed to the Civil Service Retirement Fund) are similarly governed by the specific provisions of the Civil Service Retirement Act. Accordingly, any claims for benefits under either Act must be determined in accordance with the controlling provisions of the applicable act, with respect to the particular circumstances of each claimant. The decision of the Court of Claims in the case at bar could not possibly have any application to any claimant, unless he also had over 5 years civil service and, in addition, military service in excess of the period of service upon which his military retired pay is based. In such a case, his claim does not involve the Social Security Act at all.

In view of the foregoing, it is clear that none of the underlying considerations upon which the Court based its decision in the Moncrief case were present in the case at bar, and vice versa; hence, there is no conflict between the decisions of the courts below in the two cases.

Petitioner next refers (pp. 10, 11 of Petition) to Olney v. United States, 123, C. Cls. 285, which was decided on the same day as the Prentiss case, cited above, so that it is obvious that the Court of Claims, having both cases under consideration at the same time, found sufficient difference in their merits to warrant a favorable decision in Prentiss and an adverse decision in Olney. The fatal defect of Olney's case was that there was no specific statutory basis for crediting Olney's claimed service, as is found in Sec. 5 of the Civil Service Retirement Act, for Prentiss' service.

On page 11 of the Petition, petitioner again argues that since respondent is a beneficiary of the military retirement system he is "subject to another retirement system," and therefore his military service is in no way covered by the Civil Service Retirement System. Here again, petitioner completely ignores the fact that if respondent is not covered by the Act, then the thousands of government civilian employees who are drawing military retired pay, are equally not covered by the Civil Service Retirement System. But this is not only contrary to the express provisions of Sec. 5 of the Act, but is also completely at variance with the "facts of life," as regards said civilian employees who have always been treated by the Civil Service Commission as covered by the Act, if they separated from the service after Aug. 1, 1920. See the Court of Claims opinion on this point, as quoted on page 5 above, and more fully discussed in Appendix A, (pp. 23-34) of Petition.

On page 12 of Petition, petitioner refers to the amendatory Act of Jan. 24, 1942 (56 Stat. 15) and attempts to make it appear that congress intended to distinguish between so-called "career" and other military personnel in enacting the 1942 Act. However, there is not an iota of evidence in the legislative history of the said 1942 Act which gives any support to petitioner's argument on this point.

Petitioner's argument (pp. 12, 13 of Petition) that Army and Navy officers are not under the Civil Service Retirement System is

equally irrelevant, because respondent's suit in the court below was not based upon the contention that military personnel, as such, were covered by the Civil Service Retirement Act. Since Sec. 5 of the Act specifically requires, as one of the prerequisites for eligibility for an annuity, service of "not less than five years, exclusive of such military or naval service," it is obvious that no amount of military or naval service alone can qualify an individual for an annuity. If, in addition to at least 5 years of civil service, an individual also has military service in excess of that upon which his military retired pay is based, Sec. 5 of the Act also specifically provides that such excess military service shall be included in the aggregate period of service which forms the basis for calculating the amount of any annuity provided in this Act." Inasmuch as military service, on which military retired pay is not based, and civil service are equally credited towards an annuity under Section 5 of the Act, such military service of respondent "was just as effective in putting him into the Civil Service Retirement eligible category as civilian service would have been" -- as was held by the court below.

On pages 13 and 14 of the Petition, petitioner alleges that respondent's position, that his military retired pay is not based upon the entire period of his military service, but only on the first 30 years and 1 day, is in direct conflict with the statutory language of Section 511 of the Career Compensation Act. It is to be particularly noted, however, that petitioner does not quote the language of Sec. 511 which he says conflicts with respondent's position.

The pertinent portion of Section 511 provides:

> "monthly retired pay ** equal to 2½ per centum of the monthly basic pay of the highest ** grade ** held ** multiplied by the number of years of active service creditable to him."

It is to be noted that the quoted provision of the Statute does not say that the 2½ per centum is to be multiplied by the total period of an officer's active service (as contended by petitioner) but only "the number of years creditable to him." And since Sec. 511 also specifically provides:

"fractions of one-half year or more of active service shall be counted as a whole year."

-- fractions of a year less than one-half year are not counted. Accordingly, of respondent's total period of active service of 30 years, 5 months and 8 days, only the first 30 years are "creditable to him," as the multiple of the 2½ per centum of Sec. 511.

Equally erroneous and misleading is petitioner's statement (p. 14 of Petition):

"'active service' means 'all service as a member or as a former member of the uniformed service.'"

In the first place, the purpose of the proviso of Sec. 511, defining the term "active service," is clearly shown by the enumeration of all the different kinds of active service that are creditable for the purpose of computing retired pay, in the language of Sec. 511 which immediately follows the clause just quoted above, but which petitioner is careful not to include in his quoted extracts from Sec. 511.

Secondly, Sec. 511 does not say that the total period of "active service," as that term is there defined, is to be used as the multiple of the 2½ per centum of Sec. 511, but as pointed out above, said section specifically states that the 2½ per centum is to be multiplied "by the number of years of active service creditable to him."

The number of years creditable to an officer, under Sec. 511, can never exceed 30, not only on account of the 75 per cent ceiling placed on the maximum retired pay, but also because the tabulation of "pay grades" and "cumulated years of service" prescribed by the Career Compensation Act (37 U.S.C. 232) shows that the maximum basic pay of each grade is attained immediately upon completion of the first 30 years (and 1 day) of active service; and no amount of active service beyond 30 years (and 1 day) has any effect upon the amount of his retired pay. See military Pay Table in Appendix C, infra, p.22.

On page 19 of the Petition, petitioner says:

"the principle, squarely accepted by the Court of Claims, that a period of service is not covered by a retirement system unless as a matter of fact it increases the officers' benefits, has wide-ranging potentialities for all career military personnel."

The decision of the court below was not to the effect that "a period of service is not covered by a retirement system unless it increases the officers' benefit," as is here alleged by petitioner. On the contrary, the lower court in the instant case held that since Sec. 5 of the Act specifically provides:

> "the period of service upon which such retired pay is based shall not be included"

in determining the annuity provided in this Act, a distinction must be made between "the period of service upon which such retired pay is based" and the total period of active military service, in determining an employee's annuity rights under the Act.

This distinction is essential because Sec. 5 of the Act requires that all military service be credited towards an annuity, except "the period of service upon which retired pay is based."

As was shown on pages 2-6, supra, the statutory background of the Act clearly shows that Congress amended the original draft of the Act of 1920, so as to insure that, because a Government employee is drawing a pension, or retired pay, for prior military service, he will not be denied credit toward an annuity for that part of his prior military service upon which his pension or retired pay is not based. See Appendix A (pp. 18-20, infra).

Since the Civil Service Retirement Act is limited in its application to Government employees who have had at least five years of Civil Service, it is obvious that the benefits provided by said Act cannot possibly have any "wide-ranging potentiality for all career military personnel," as alleged by petitioner. On the contrary, no military personnel (career or other) can possibly come within the purview of the Act unless they have had not less than 5 years of Civil Service, and also military service upon which their military retired pay is not based, as in respondent's case.

On page 20 of the Petition, petitioner says:

> "It may be argued with the logic of the ruling below that a temporary government employee who has more than 40 quarters of social security coverage, and who earns more than $4,200 per annum, is no longer subject to the Social Security Act, and is thus entitled to civil service retirement benefits."

The complete lack of logic in the quoted contention is manifested by the totally different provisions of the Social Security Act (42 U.S.C. 414, 415), as compared with the Civil Service Retirement Act and the Career Compensation Act. Thus, under the Social Security Act, while coverage is obtained by the payment of 40 quarters of the prescribed deposits, that act also requires continued payments of deposits beyond said 40 quarters, so long as the employee is gainfully employed, within the prescribed rates of compensation. Hence, such employee is continuously subject to the Social Security Act through the whole period of his employment during which he is required to make quarterly payments.

For petitioner's above-quoted contention to be valid would require that Sec. 5 of the Civil Service Retirement Act include a provision to the effect that service of a Government employee, except the period required to attain coverage under the Social Security Act, is creditable towards a civil service annuity; corresponding to the present provision in Sec. 5 of the Civil Service Retirement Act which expressly credits toward an annuity all military service, except the period upon which an employee's military retired pay is based. But there is no such provision in the Civil Service Retirement Act, and such a provision cannot be spelled out of the lower court's decision in the instant case, which is restricted to <u>military</u> service beyond the period upon which military retired pay is based.

With regard to petitioner's reference (p. 20 of Petition) to temporary government employees, who are World War II and Korean veterans, combining their military and civilian Government Service to secure a civil service annuity, respondent points out that such action, is now, and always has been, permissible, under the operation of the Civil Service Retirement Act since its inception in 1920, provided they have a minimum of 5 years civilian service and military service on which their military retired pay is not based. And this is true without any regard to the decision of the lower court in the

the instant case. Of course, such employees cannot obtain the benefits of both the Social Security Act and the Civil Service Retirement Act for the same period of service; any more than any Government employee can count the period of his military service upon which his military retired pay is based toward an annuity.

From what has been shown above, it is clear that the rationale of the Court of Claims opinion in the instant case in no way affords any support for such unfounded claims as are discussed by petitioner on pages 19 and 20 of the Petition.

III

The Decision Presents No Issue of General Importance

The case herein is one of simple construction of the Civil Service Retirement Act and the Career Compensation Act. Only one officer is directly involved, and the importance of the decision even to him is declining as his life is drawing to its close. For reasons stated on pages 8 and 9, supra, the total number of persons who could possibly benefit from the decision cannot exceed a mere handful.

The petitioner closes with an appeal to the Court to consider the "broader consequences" of the decision, but as respondent has shown hereinabove (pp. 15 - 17, supra), these "consequences" are merely the figments of petitioner's imagination, and have no realistic, factual or legal support in the decision of this case. The issue in the present case is uniquely narrow, and no amount of strained semantics can convert it into one warranting review by this Court on certiorari.

CONCLUSION

For the reasons advanced hereinabove, it is respectfully submitted that the petition for a writ of certiorari should be denied.

Augustin M. Prentiss
Counsel for Respondent

Hartford, Connecticut
May 14, 1956

APPENDIX A

The following excerpts from the Congressional Record (59 Cong. Rec. 6296, and 6363-6364) give an explanation of Sec. 3 of the original Civil Service Retirement Act of 1920, during its consideration on the floor of the House of Representatives, and its amendment, in respect to credit for military service. (R. 66).

Sec. 3 gives the employee the benefit of all periods of service for the purpose of assignment to classes defined in section 2. If the employee is in receipt of a pension or compensation on account of military or naval service, the period of his or her service in the Army or Navy shall not be included for the purpose of assignment to classes; in the event, however, that such employee is not in receipt of a pension or compensation for such service, then the period of military or naval service may be included. This means, in effect, that the retired employee may receive an annuity in addition to a pension or compensation, but the period of military or naval service in such cases shall be eliminated for the purpose of computing annuity.

Mr. Lehlbach. Mr. Chairman, I offer an amendment.

The Chairman. The gentleman from New Jersey offers an amendment, which the Clerk will report.

The Clerk read as follows:

Committee amendment: Page 6, line 19, after the word "service," insert the words "upon which such pension or compensation is based."

Mr. Lehlbach. Mr. Chairman, the purpose of the amendment is simply to clarify the meaning and to render certain what was intended by this proviso.

The provisions of this section are that in computing the length of service on which the retirement annuity is to be based all service for the United States, including military and naval service, shall be added in, but if based on that military or naval service a pension or compensation is being received from the Government, that period upon which the pension or compensation is based would not also be included in figuring what civil pension or retirement the individual is to receive.

Now, it has been suggested that possibly all military or naval service would be treated as an entity and not as different periods considered as separate. A situation might arise like this, that a Civil War veteran having served in the Civil War may be drawing a pension, and he may subsequently be employed in substantially a civil capacity, but theoretically and technically in the Army, under the Act of 1886, which provides for the enlistment of general-service clerks who perform clerical service; and if it be construed that the military service be considered as a whole, because a man is drawing a pension based on his war service in the Civil War, you will not be entitled to add in his service as a clerk subsequent to and in accordance with the Act of 1886. That, of course, is manifestly not the intention. It is to clarify that that (sic) amendment is offered.

Mr. Gard. Mr. Chairman, will the gentleman yield?

The Chairman. Does the gentleman from New Jersey yield to the gentleman from Ohio?

Mr. Lehlbach. Yes.

Mr. Gard. I did not catch the gentleman's amendment. Will he kindly advise me what it is?

Mr. Lehlbach. In line 19, page 6, where it says the period of his military or naval service shall not be included, after the word "service" are inserted the words "upon which such pension or compensation is based," so that it will read, "the period of his or her military or naval service upon which such pension or compensation is based shall not be included," so that if a man subsequently serves in what is construed to be a military or naval capacity, the service outside of that service upon which the pension is based shall not be excluded.

Mr. Bee. Let me suggest to the gentleman from New Jersey that a general-service clerk is an enlisted man under the law.

Mr. Lehlbach. Yes.

Mr. Bee. And, although he renders no military service, yet his time is running on in the service of the United States.

Mr. Lehlbach. And such time so running is included in the computation of the service. Otherwise this other service to the Government is entitled to be added in. If he was a Civil War veteran, he could not include that Civil War service, but he ought not to be debarred from including the other clerical service.

APPENDIX B

Section 5 of the Civil Service Retirement Act of 1920, as amended by the Act of July 3, 1926 (44 Stat. 903, 907), reads as follows: (R.69)

"COMPUTATION OF ACCREDITED SERVICE"

"Sec. 5. Subject to the provisions of section 9 hereof, the aggregate period of service which forms the basis for calculating the amount of any benefit provided in this Act shall be computed from the date of original employment, whether as a classified or an unclassified employee in the civil service of the United States, including periods of service at different times and in one or more departments, branches, or independent offices of the Government, and also periods of service performed overseas under authority of the United States, and periods of honorable service in the Army, Navy, Marine Corps, or Coast Guard of the United States; in the case of an employee, however, who is eligible for and elects to receive a pension under any law, or retired pay on account of military or naval service, or compensation under the War Risk Insurance Act, the period of his military or naval service upon which such pension, retired pay, or compensation is based shall not be included, but nothing in this Act shall be so construed as to affect in any manner his or her right to a pension, or to retired pay, or to compensation under the War Risk Insurance Act in addition to the annuity herein provided.

"In computing length of service for the purposes of this Act all periods of separation from the service, and so much of any leaves of absence as may exceed six months in the aggregate in any calendar year, shall be excluded, and in the case of substitutes in the Postal Service credit shall be given from date of original appointment as a substitute.

"In determining the aggregate period of service upon which the annuity is to be based, the fractional part of a month, if any, in the total service shall be eliminated."

APPENDIX C

United States Code, Title 37, §232. Basic pay -- Pay grades and monthly basic pay.
(a) For the purpose of computing the basic pay of members of the uniformed services, pay grades are prescribed and monthly basic pay for such members is established within each pay grade according to cumulative years of service, as follows: (R.64)

COMMISSIONED OFFICERS

Pay Grade	Under 2	Over 2	Over 4	Over 6	Over 8	Over 10	Over 12	Over 14	Over 16	Over 18	Over 22	Over 26	Over 30
O-8	$963.30	$963.30	$963.30	$963.30	$963.30	$963.30	$963.30	$963.30	$963.30	$963.30	$963.30	$963.30	$992.94
O-7	800.28	800.28	800.28	800.28	800.28	800.28	800.28	800.28	800.28	800.28	800.28	829.92	859.56
O-6	592.80	592.80	592.80	592.80	592.80	592.80	592.80	592.80	607.62	637.26	666.90	696.54	726.18
O-5	474.24	474.24	474.24	474.24	474.24	474.24	489.06	503.88	518.70	548.34	577.98	607.62	607.62
O-4	400.14	400.14	400.14	400.14	414.96	429.78	444.60	459.42	474.24	503.88	518.70	533.52	533.52
O-3	326.04	326.04	340.86	355.68	370.50	385.32	400.14	414.96	429.78	444.60	459.42	459.42	459.42
O-2	259.36	274.18	289.00	303.82	318.64	333.46	348.28	363.10	363.10	363.10	363.10	363.10	363.10
O-1	222.30	237.12	251.94	266.76	281.58	296.40	311.22	326.04	326.04	326.04	326.04	326.04	326.04

WARRANT OFFICERS

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ENLISTED PERSONS

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